Legal Notices.

IN PURSUANCE of an order of the Surrogate of the County of New-York, notice is hereby given to all persons having claims against CATHERINE DONNELLY, alias KATE O'DONNELL, late of the City of New-York, deceased, to present the same, with vouchers thereof, to the subscribers, at the office of ROCKWELL EMERSON, No. 82 Wall-st., in the City of New-York, on or before the nineteenth day of April next.—Dated New-York, the 18th day of October, 1859.
JOSEPH DONNELLY,
ROCKWELL EMERSON,
Administrators.
o18 law6mW*

IN PURSUANCE of an order of the Surrogate of the County of New-York, notice is hereby given to all persons having claims against OSCAR W. STURTEVANT, late of the City of New-York, counselor-at-law, deceased, to present the same with vouchers thereof to the subscriber, at the Ocean Bank, No. 197 Greenwich-st., in the City of New-York, on or before the twenty-fourth day of May next.—Dated New-York, the 22d day of November, 1859.
n23 law6mW D. RUDOLPH MARTIN, Executor.

IN PURSUANCE of an order of the Surrogate of the County of New-York, notice is hereby given to all persons having claims against HENRY ROBINSON, late of the City of New-York, deceased, to present the same, with vouchers thereof, to the subscriber, at his office, No. 90 Broadway, in the City of New-York, on or before the twenty-fourth day of May next.—Dated New-York, the 22d day of November, 1859.
n23 law6mW JOHN BOWNE, Executor.

SUPREME COURT—County of Cattaraugus.—NIEL DORHARTY against JAMES D. GENTHNER, S. HOLLIS STONE, GEORGE B. STONE, NATHAN EDSON, REUEL RICHMOND, JAMES L. STONE, ALBERT METCALF and THOMAS METCALF.—summons for money.—To JAMES D. GENTHER, S. Hollis Stone, George B. Stone, Nathan Edson, Reuel Richmond, James L. Stone, Albert Metcalf and Thomas Metcalf, defendants: You are hereby summoned to answer the complaint of Niel Dorharty, plaintiff, a copy of which was filed in the Clerk's office of the County of Cattaraugus and State of New-York, on the 5th day of January, 1860, and to serve a copy of your answer on the subscribers at their office in Olean, New-York, within twenty days after the service of this summons, exclusive of the day of service, or the plaintiff will take judgment against you for sixty dollars and seventy-one cents with interest from October 30th, 1859, besides cost's of this action. TALLENT & PHELPS,
jl1-law6wW. Plaintiff's Attorneys, Olean, N. Y.

IN PURSUANCE of an order of the Surrogate of the County of New-York, Notice is hereby given to all persons having claims against LAWRENCE V. HUSTED, late of the City of New-York, deceased, to present the same with vouchers thereof to the Subscriber, at his Office, No. 232 Fulton-st., in the City of New-York, on or before the eighteenth day of July next.—Dated, New-York, the 18th day of January, 1860.
ja18 law6mo Tu* JOHN HUSTACE, Administrator.

SUPREME COURT—County of Cattaraugus.—LAMBERT WHITNEY agt. S. HOLLIS STONE, James D. Genthner, Nathan Edson, George B. Stone, Renel Richmond, James L. Stone, Albert Metcalf, and Thomas Metcalf.—Summons for money. To S. HOLLIS STONE, James D. Genthner, Nathan Edson, George B. Stone, Renel Richmond, James L. Stone, Albert Metcalf and Thomas Metcalf, defendants. You are hereby summoned to answer the complaint of Lambert Whitney, plaintiff, a copy of which was on the 5th day of January 1860, filed in the Clerk's Office of Cattaraugus County, and State of New-York, and to serve a copy of your answer on the subscribers, at Olean, N. Y., within twenty days after the service of this summons, exclusive of the day of service; and if you fail to answer said complaint as hereby required, the plaintiff will take judgment against you for six hundred and eighteen dollars and sixty-three cents, with interest from December 2, 1859 beside costs of this action. TALLENT & PHELPS,
jl1 law6w W Plaintiff's Attorneys, Olean, N. Y.

SUPREME COURT.—JOHN JAY, Receiver of the Mechanics' Fire Insurance Company of the City of New-York, against WILLIAM H. DE GROOT and ALICE E., his wife, JAMES B. MURRAY, CHARLES BURRALL, GEORGE OPDYKE and WILSON G. HUNT.—Foreclosure Sale.—Pursuant to a judgment or decree of sale, made in the above-entitled action at a Special Term of the Supreme Court held in New-York City, Oct. 31, 1857, I, the Referee in said order named, will sell at public auction, at the Merchants' Exchange in New-York City, on the 3d day of February, 1860, at 12 o'clock m. of that day, the following property mentioned and described in said decree, viz: All that certain lot, piece or parcel of land situate, lying and being in the Ninth Ward of the City of New-York, being part of the land lately belonging to the rector, churchwarden and vestrymen of Trinity Church, commonly called the Church Farm, and distinguished on the maps of such part thereof as lies in the block between Le Roy and Morton streets, east of Hudson street, by the letter N, and bounded as follows, to wit: Beginning at a point on the northerly side of Le Roy street, distant three hundred and forty feet and five inches eastward from the corner formed by the easterly side of Hudson street and northerly side of Le Roy street and thence running northerly and parallel to Hudson street along the easterly side of lot M on said map one hundred feet to the center lines of said block between Le Roy and Morton streets, then easterly along the center line parallel to Le Roy street eighteen feet ten inches to the easterly boundary of the Church Farm, thence south-easterly along the same thirteen feet ten inches, thence southerly along the lands occupied by the German Lutheran Church and parallel to Hudson street eighty-six feet six inches to Le Roy street, and thence westerly along the northerly side of Le Roy street twenty-two feet one inch to the place of beginning. Terms made known on the day of sale.—New-York, Jan. 11, 1860. HOMER H. STUART, Referee.
jan10-W&Stf CHARLES E. WHITEHEAD, Attorney.

SUPREME COURT.—JOHN JAY, Receiver of the Mechanics' Fire Insurance Company of the City of New-York, against WILLIAM H. DE GROOTE and ALICE E. his wife, Theodore R. B. De Groote, and Emma, his wife, James B. Murray, Charles Burrall, Eliza Ware, administratrix, and Charles Abernathy, administrator of John P. Ware, deceased, George Opdyke, and Wilson G. Hunt.—A decree of foreclosure and sale having been made in the above entitled action at a special term of the Supreme Court, held at the City of New-York, on the 31st of October, 1857, authorizing and directing the undersigned Referee to sell certain lands described in said decree, as follows, viz: All that certain lot, piece, or parcel of Land, situate, lying and being in the Twelfth (12) Ward of said city, bounded and described as follows, viz: Beginning at a point on the southerly side of One-hundred-and forty-second-st., distant four hundred feet southeasterly from the southeasterly corner of One-hundred-and forty second-st., and Eleventh av., running thence southerly on a line parallel with said avenue to the center line of the block between One-hundred-and-forty-first-st. and One hundred-and-forty-second-st.; thence along said center line easterly one hundred feet; thence southerly on a line parallel with said Eleventh-av., until it intersects the northerly line of the Bloomingdale road, thence northeasterly along said line of the Bloomingdale road until it intersects the southerly line of One-hundred-and-forty-second-st.; thence westerly along the southerly line of One-hundred-and-forty-second-st., to the place of beginning. And sale having been made by me, as such Referee, under and by virtue of said decree of a portion of the above described lands without satisfying said decree,
Notice is hereby given, that on the 3d day of February, 1860, I, the said Referee, will SELL at Public Auction, at the Merchants' Exchange, in New-York city, at 12 o'clock, at noon, of that day, the unsold portion of said Land, which unsold portion is described as follows, viz: Beginning at a point in the center line of the block between One-hundred and-forty-second-street and One-hundred-and-forty-first street, distant five hundred feet easterly from the intersection of said center line with the easterly line of the Eleventh-av., running thence in a line southerly and parallel to Eleventh-av., till it intersects the northerly line of the Bloomingdale road; thence northeasterly along said line of the Bloomingdale road, till it intersects the said center line of the block between One-hundred-and-forty-first-st. and One-hundred-and-forty-second-st.; thence westerly along said center line to the place of beginning.
Terms made known on the day of sale.
Jan. 11, 1860. HOMER H. STUART, Referee.
CHARLES E. WHITEHEAD, Attorney. jl1 Wed&Sat tf

New-York Daily Tribune.

THE HOMEWARD-BOUND FLEET.

The following are a few of the many vessels now due, and overdue at this port:

Adela, Jansen, Antwerp.
Algonquin, Gibbs, Calcutta.
Active, Hopp, Sunderland and Deal.
Abner, Stetson, Stetson, Chinchas.
Boston Light, Crowell, Hong Kong.
Borodine, Pendleton, Singapore.
Black Prince, Brown, Shanghae.
Bavaria, Baily, Havre.
Corra Linn, Luther, Glasgow.
Cedar, Rolls, Newcastle.
Cairo, Wooster, Sunderland.
Charles Smith, Swain, Liverpool.
Cambria, Russell, Greenoch.
Crest of the Wave, Colley, Chinchas.
C. Grinnell, Spencer, London.
Carrituch, Knowles, Shanghae.
Delhi, Cook, Ardrassan.
Devonshire, Anderson, London.
Dirigo, Emory, Macoa.
Dashaway, Hill, Chinchas.
Dido, Ipland, Amoy.
Excelsior, Swift, Liverpool.
Enterprise, Remay, London.
Evadne, Davis, Callao.
Eastern States, Kilburn, Shanghae.
Evelyn, Sawyer, Calcutta.
Flying Dragon, Watson, Jarvis Islands.
Frances Secor, Brooks, Liverpool.
Firm, Wylie, Liverpool.
Fair Wind, Hatch, Chinchas.
Guy Mannering, Dollard, Liverpool.
Gesner, Lankeman, Sunderland.
George Raynes, Bachelder, Chinchas.
Guiding Star, Hale, Calcutta.
Horatio, Palmer, Shanghae.
Industry, Waters, Hong Kong.
Ionian, Mitchell, Callao.
Joshua Bates, McCallum, Shanghae.
Jane Daggett, Lambert, Glasgow.
J. S. Parsons, Crowell, Liverpool.
Josiah Bradlee, Dunbar, Honolulu.
Judith, Brown, Whampoa.
Kate Stamler, Lewis, Liverpool.
Mount Blanc, Landerkin, Liverpool.
Mary Ogden, Loveland, Antwerp.
Manhattan, Dixon, Liverpool.
Molocka, Grows, Bordeaux.
Mary Bradford, Peterson, Baker's Island.
Magi, Wheeler, Manilla.
North Atlantic, Proctor, Calcutta.
Nightingale, Peterson, Foo Chow.
Naserman, Haskell, Callao.
Nonpareil, Green, Woosing.
Orpheus, Howes, Chinchas.
Onward, Flanders, Callao.
Phantom, Peterson, Foo Chow.
Quickstep, Wade, London.
Roch Light, Hadley, Liverpool.
Riga, Freets, Rotterdam.
Raleigh, Westmann, Hamburg.
Renel, Riley, Penang.
Switzerland, Trash, Liverpool.
Surprise, Ranlett, Shanghae.
St. George de Averio, Santos, London.
Southampton, Austin, Bombay.
S. Gildersleeve, Johnson, Hong Kong.
Sancho Panza, Hale, Shanghae.
Susan Howland, Adams, Calcutta.
Tyro, Western, Sunderland.
Tangier, Hall, Callao.
Tropic, Loring, Singapore.
Time, Homer, Penang.
Velant, Burgess, Singapore.
Witchcraft, Booth, Foo Chow.
Webster, Lawrence, Liverpool.
Western Continent, Reed, Whampoa.
Wanderer, Ryder, Chinchas.
Washington, Gardner, Chinchas.
Zingari, Newbegin, Calcutta.

HELPER AND THE TRIBUNE IN PRINCE GEORGE.

Communicated to The Tribune for Publication.

PRINCE GEORGE, C. H. V. A., Jan. 20, 1860—A. B. BURDICK, Esq.—*Respected Friend:* Having an opportunity to write you by a friend that is going North, I embrace the opportunity. Mr. Helper's Impending Crisis that I wrote to you for came safe to hand, and I put them in circulation. Brown's raid taking place at the time, it created a great excitement, and had it not been that two Virginians had two of them, and one of them an eminent lawyer, I should have had to leave the State or been Lynched; but the lawyer had his fingers in the same trap with mine, and his labors and influence saved us both, for which I am very thankful. Strange as it is to a freeman, it is nevertheless true, that here we can talk with perfect freedom on any subject but Slavery, say what we will about religion, or a Supreme Being, curse, swear and drink whisky (of which I do neither), and it is all well; but the moment you touch the folds of the black flag look out and beware. Yours truly, S.

P. S.—I have taken THE TRIBUNE since I have been here, and they have not stopped it yet; if I send for it again, which I shall do if the Postmaster does not stop it, I must send the money to some friend in New-York, and have him get it for me. A letter sent from here directed to H. Greeley would be sure to never reach him; it would be destroyed and the contents appropriated to other uses. If I send it to you will you please be kind enough to procure it for me. Most of the mail matter going North, or coming from the North, is opened before it leaves the Post-Office.

A NEW ANTEDILUVIAN.—M. Adolphe Radiguel, a civil engineer who has long made human remains in the different geological strata a special study, has called the attention of the French Academy to facts which he thinks prove the existence, at a distant epoch, of a species of man distinct from the present.

THE IVES AND HAZARD CONTROVERSY IN RHODE ISLAND.

"The worst kind of injustice is that which is inflicted in the name of the law."

To the Editor of The N. Y. Tribune.

SIR: "Little things are great to little men," and so the controversy indicated above, though of little importance to the Union at large, wears a different aspect in the eyes of the people of Rhode Island. In their view the merits of the case are not confined to the legal rights of the parties to the suit, but they hold that rules are sought to be established by the Court that would deprive the General Assembly of a most important right, that was conferred upon it for the especial protection of the people, and which that body has ever habitually exercised, from early colonial times down to the period of the decision of this case of Ives versus Hazard. If, too, as is alleged, these arbitrary proceedings were first inaugurated by the Chief Justice exactly at the epoch that would seem to meet certain exigencies of great moment, both to the Court and the successful litigant in the case, in which he himself had just officiated as senior counsel, it need not be wondered at that the people of the little State should regard the affair with unwonted interest.

The battle in Rhode Island is virtually between the farmers and great mass of people on the one side, and the Supreme Court, the lawyers, and the incorporated wealth on the other; and it will readily be perceived that, in a small community like Rhode Island, an enormous proportion of whose wealth and business is embodied in manufactories and incorporated institutions, all culminating and controlled by a city containing nearly a moiety of the population of the State, that the former must have fearful odds to contend with, in their efforts to maintain their rights, especially when the preservation of these is dependent upon the action of a body of men who, after being subjected to all the corrupting influences that can be brought to bear on their elections, have to undergo a still more fiery ordeal, by being brought in daily and hourly contact, during their deliberations, with the deceptive and seductive, official, monied, and social influences of a great city. If, indeed, the experienced fathers of American liberty deemed it essential to the public welfare that the deliberations of Congress should be removed from the corrupting atmosphere of cities containing scarce an hundredth part of the population of the whole country, it is plain that the imminence of the peril to which the commonalty of the people of Rhode Island are subjected from like sources, cannot be exaggerated.

As a citizen of Rhode Island, allied to none of the parties by any recognized tie of family or other relationship, and claiming to be actuated by no other motives than a regard for right, and justice, and the public good, I ask the privilege of inserting a few remarks in your columns, in regard to what I deem to be some errors of fact that appeared in the editorial columns of THE TRIBUNE last April and May.

The people of Rhode Island are there queried with whether they "will gain anything by upsetting the "Supreme Court, and making the Assembly the arena "of law suits?"

In answer it may be said that the people of Rhode Island do not contemplate doing either, but they do not mean to permit the Court to trample upon the rights of the Assembly, in the matter of its hitherto unquestioned right of granting new trials, and thus annihilate the only semblance of a Court of Errors or Appeals that exists in the State, leaving the rights and property of the people subject to the mere *ipse dixit* of two or four fallible men as the case may be, who, either in their individual or collective capacity, constitute the whole Judiciary of the State, and whose errors or encroachments, it is claimed, are only to be reached through the impracticable process of impeachment.

It is true, as THE TRIBUNE says, that the Constitution instituted in Rhode Island in 1843, classifies the power of Government into Executive, Legislative, and Judicial, the same as it was administered under the Charter Government that preceded it; and it is also true that the Constitution contains a clause "reserving to the Assembly all the powers possessed by "that body under the old Charter," among which was the power "to alter, revoke, annul, or pardon, under "the common seal, or otherwise, such fines, mulcts, "imprisonments, sentences, judgments, and condemnations, as shall be thought fit, and to direct, rule, "order, and dispose, of all other matters and things, "&c." The Constitution establishes one Supreme Court, to have "the same jurisdiction as the Supreme "Judicial Court at present established, until other"wise prescribed by the General Assembly." Now the people of Rhode Island hold that the import of such language as this is too plain to be misapprehended, and have been looking about them for some more probable cause for its attempted perversion by the Court than what appears on the surface. They have been told by the Hon. James F. Simmons, who is called the Father of the Constitution of Rhode Island, from his active participation in the proceedings of the Convention that framed it, that the claims set up by the Court, are utterly without foundation, and they have learned that motions were made in the Convention to render the Court independent of the Assembly, but that they failed of being carried. They have also learned that *every* member of the present Court was not only a member of the said Convention, but that they were also *all* members of the Assembly in 1844, that revised the laws to meet the requirements of the Constitution, and that among these is a statute, prescribing the form of petitions, asking for new trials and how they shall be preferred to the General Assembly. They find that the Chief Justice of the Court as Counsel has himself until recently been in the practice of aiding petitions for new trials before the Assembly, and that up to a very recent period, the Court itself has not only always recognized, by its action, the rights of the General Assembly to grant new trials, but also that it has ever admitted its constitutional right to do so, as in the case of Thomas W. Dorr, decided June, 1854. They have learned further that it was not until after the decision in the case of Ives against Hazard, that the rights of the General Assembly to exercise this power was ever questioned, from any quarter either in or out of Court. The true nature of this case is but little known out of the State of Rhode Island, and cannot be learned out of any official record, short of the papers on file in the office of the Clerk of the Court. It is doubtful whether in view of the real facts and evidence that such a decision as the one pronounced could have been obtained from any judicial tribunal out of Rhode Island, in the world beside. No sooner was it noised about that an illiterate man, under the implied threat of confiscation and imprisonment, was to be compelled, contrary to an express law of the State, to deed his farm, worth from $100,000 to $125,000, to the wealthiest man in the State for less than $15,000, by virtue of a memorandum, signed by one party only, so utterly illegible that it can be shewn past denial that the Court itself has misinterpreted one of its most important stipulations, attended with other and manifold aggravating circumstances, than ominous mutterings came up before the Court, the successful party, and his counsel, from all parts of the State, and warned them that an appeal to the General Assembly for a new and a Jury trial would soon follow. The people of Rhode Island had previously noted that just as the pleadings were all through in the case, and a decision of Court was daily expected, that the then Chief-Justice of the State had suddenly, without pronouncing any decision, retired from the bench, and given place at its head to an associate Judge, who however honest might be his intentions, was confessedly ignorant of Chancery proceedings, and whose family moreover, as is alleged, had been laid under many obligations to the complainants in the case. It was now again noted that this second Chief Justice, shortly after the opinion in the case was pronounced, like his predecessor, unexpectedly left the bench, and gave place at its head to a third one, the senior counsel and family connexion of the complainant, in the Ives and Hazard case, and that shortly after his advancement to the office of Chief Justice, advantage seemed to be taken of a case of minor importance, that of Taylor agt. Place, wherein the General Assembly had recently granted a new trial to establish by decree a rule of doctrine, which, if sustained, would effectually prevent the defendant's approach to the General Assembly for a new trial, thus slamming the door in the face of the Assembly in that important matter.

It is well known in Rhode Island that the first exercise of full equity powers by a Rhode Island Court, was by virtue of an act of Assembly, confessedly concocted with fraudulent intent by certain lawyers, who were afterward accustomed to boast of their achievement. The introduction of the new system of jurisprudence, which enabled scores of greedy lawyers to plunder their victims of thousands, instead of hundreds, as had been their wont, was highly distasteful to the people, and the Court and its supporters were forewarned that a demand would be made on the Assembly to limit and define the equity powers, so as to make them conform to what they had been previous to the alleged usurpation of full powers. As if to guard against this, the new Chief Justice, without apparent appropriateness to the case at issue, took occasion, in the same opinion of Court (that of Taylor against Place), to decree that the following words in the Constitution under which the Court derived its equity powers, viz: "Chancery powers may be conferred on the Supreme Court," simply authorized the General Assembly to confer Chancery powers, but that, when once conferred, the words implied no right in the Legislature to withdraw or modify them.

Under these circumstances, it is not to be wondered at that the first memorial asking for a new trial for Hazard and a modification of the equity powers of the Court was promptly rejected by the Judiciary Committee, composed entirely of lawyers, on the ground that the Assembly had no right to investigate the matter for any purpose whatever, the Court being the sole judge of its own acts and jurisdiction. But the matter rested not here. The next year memorials—signed by Hazard and nearly a thousand of his fellow-townsmen—came up to the Assembly to the same effect as the former, and were referred to a Select Committee. At the same time the late Chief Justice assumed office, the former reporter of the Court had been constrained under extraordinary circumstances, since detailed before a Committee of the House, to surrender his office of reporter to the Chief Justice—the offices thus being vested in the same person. The Committee on the Hazard memorial, at one of its sittings, found lying on their table a pamphlet signed by Robert H. Ives, containing what purported to be an official report of the case, Ives agt. Hazard, as it was "to be found in the forthcoming fourth volume of Rhode Island Reports," which volume did not, however, make its appearance until some six months afterward. This is the report that Hazard set forth in a memorial to the Assembly as being grossly unfair toward him, from which charge the reader might be led to infer from some remarks in THE TRIBUNE, the reporter was fully exonerated by the Committee of the House. This is not the fact. It is true that a Joint Committee of both Houses, especially appointed merely *to hear* the reporter at his own request, did so report almost immediately after its appointment, and that an attempt was made to rush the Committee's ex parte acquittal instanter through the Assembly, and thereby forestall the investigations of the Committee of the House; but the movement failed of success, and the House Committee, so far from clearing the reporter, expressly except in their report against the entire impartiality of the official report of the Ives and Hazard case. It is known, too, that this report received the signature of the lawyer Chairman only, and that there were members of the Committee who could not have been prevailed upon to sign the report in the absence of stronger expressions of censure, and that their consent to the report as it was made was only extorted from them under the implied threat, that the report of the Joint Committee would otherwise be passed over their heads amid the hurry and confusion incident to the last hours of the session.

Nor is this all: A charge had also been preferred against the reporter, of having failed to report the Ives and Armstrong case, decided at the same term of Court as the other, but against the complainant. One ground alleged by the reporter and his counsel for his omission, was that there was no opinion made out in the case, but merely some loose memoranda left on file by accident or otherwise, which was the private property of his predecessor, and which it would be as improper for the Committee to read as if the papers had been surreptitiously taken from his private desk. A majority of the Committee still insisting on the reading of the papers, the clerk of the Court was placed on the stand, and testified in behalf of the reporter that he had received directions from him, as Chief Justice of the Court, to deliver the papers in question to the former Chief Justice. This would doubtless have quashed the proceedings, were it not that a demand was immediately made on the Committee to retain the papers, until the Judges of Court should be summoned before them. When these appeared they one and all testified that the alleged loose memorandum was, as it was intended to be, a regular opinion of Court in the case of Ives agt. Armstrong, and it now came out through the testimony of the Judge who wrote the opinion in the Ives agt. Hazard case, that the reporter had taken the liberty, unbeknown to the Court, to make some material alterations in his report of the opinion itself, as it was read, to say nothing of the alleged unfairness of the statement of facts preceding it. These facts were not known to the Committee at the time they made their report, otherwise it is not probable they could have avoided reporting more decidedly than they did, notwithstanding the overwhelming pressure of official, professional, and social influences that were brought to bear upon them. This Ives and Armstrong case has since been reported, but out of its place, of course, and in a subsequent volume, and those who are curious in the matter might derive instruction, if not profit, from a careful perusal of the two reports, in juxtaposition as they should have been reported. At the session of the Assembly, previous to the report of this case, another bold attempt was made to quash the whole proceedings of the Committee (a majority of whom were anxious to report, but were prevented by its lawyer Chairman), by dismissing the Committee, and all further consideration of the matter, but it failed in the Senate, where the motion originated.

It is also intimated in THE TRIBUNE that certain depositions, taken shortly after the last Spring elections in Rhode Island, as contained in a synopsis in *The Providence Journal*, gave a somewhat new aspect to the case of Ives agt. Hazard, unfavorable to the latter. This would be true if the synopsis could be relied upon. But this is not the case, as has been shown during the past summer, beyond a chance of denial, and there is now, I presume, no doubt left on the mind of any honest man in Rhode Island, who has read the testimony and statements that have been published in *The Providence Post* and THE TRIBUNE that the depositions alluded to, when taken as a whole, are decidedly in favor of Hazard, and that the garbled and in many parts flagitiously untruthful articles that appeared almost simultaneously, last Spring, in *The Providence Journal*, *The Boston Law Reporter*, *the Boston Courier*, and other papers, were in reality the work of a paid lawyer, well known in Providence. It has been offered to be proved, if denied, that one of the most atrocious of these articles—that which appeared in the editorial columns of *The Boston Law Reporter*, and which was afterward reprinted in pamphlet form, and circulated in Rhode Island as being the unbiased production of the editor of a periodical, especially meant to convey the real facts connected with important law suits to the bench and bar throughout the Union—was really furnished by the counsel employed by the complainant in the Ives and Hazard case, and the reporter, and that he had a large fee for concocting the same. It will be readily understood what fearful odds a poor and illiterate man, like Hazard, has to contend with, while pressing his claims for justice, against a combination of influences sufficiently potent to control not only such of its own legislators and conductors of the public press as are susceptible of being corrupted, but who are competent to approach and defile the editorial columns of sheets claiming to occupy such high ground as *The Boston Law Reporter*. The only allegation that has any bearing on the case at issue in the depositions alluded to is contained in that of a bitter personal enemy of Hazard and his family, and which Hazard affirms to be wholly untrue, and feels confident of being able to satisfy any impartial jury of that fact. This point is thus alluded to in THE TRIBUNE:

"It is now shown that, on his return to New-York, Hazard mentioned to several persons, with evident satisfaction, that he had sold the land for $15,000, but that some of them called him a fool for having sold at a price which fell so far short of the rate of $700 per acre, for which Ives had at the same time authorized him to buy an adjoining tract (the Armstrong lot), evidently tending strongly to the conclusion that the only real ground Hazard had for repudiating his written bargain with Ives was the increase of the land between the time when the bargain was made and the time when it was to be executed."

Now for the facts. Not a single person has been as yet produced who called Hazard a fool. It is in proof by Ives's own brother (the late M. B. Ives) that as far back as 1851 he (Ives), at the period that he told Hazard to offer $10,000 for the Peckham farm, also told him to offer $700 per acre for the Armstrong lot. The price was offered and refused, $800 per acre being then asked for it. Shortly after, Hazard bought the Peckham farm for $10,000. It follows, of course, that when the alleged sale of the farm was made the next year for $15,000, the Armstrong lot should have been worth from $1,000 to $1,200 per acre to keep pace with the other in market value; a proof positive that Hazard could not have broken his bargain from the motives assigned. Again, Hazard's alleged sale of the farm to Ives was on the 28th of May, 1852. It was for $15,000, a sum admitted by both sides to be above its market value at the time. Hazard's letter to Ives, notifying him that he could not complete the conditional sale, on account of his wife's refusing her consent, is dated seven days after this (the 4th of June). This, then, was the period that Hazard repudiated the bargain. No one asserts that there was any rise in the land until many weeks after this. How, then, could Hazard have been induced to break his bargain for any such reason as that suggested by THE TRIBUNE? Ives, in his pamphlet, gives as a reason why the Armstrong lot was worth so much more per acre than the Peckham farm, "That it is a beautiful "piece of land, all of it available for any purpose of "improvement, and free of all incumbrances," while the Peckham farm "was encumbered with annuities," and "a portion of it low and liable to be flooded," &c. In the same book, Ives confesses that he was not aware of the rise of land in Newport until about the middle of September. Up to that period it would seem that he manifested no serious intention of instituting legal proceedings against Hazard, but tried at several interviews to get his wife to consent to the sale. On the 21st of September, at a period when the farm was worth in market some threefold the price named in the alleged contract for its sale, he, Ives, filed his bill, leaving it fairly to be inferred that the great rise in the land that had recently occurred constituted the real ground of his seeking to enforce the alleged bargain, instead of its constituting the "real ground" for Hazard's repudiating it. THOMAS R. HAZARD.

Newport, Jan. 19, 1860.

A NEW STEAM FREEZER.—M. Calla has invented new apparatus for the production of ice by a continuous circulation of ether—the circulation being produced by pumps worked by steam-power. This apparatus is not new in principle, but M. Calla has introduced so many economies that he gets seventy pounds of ice per hour per horse-power employed—nearly double what has been obtained before.